

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 15, 2016

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Current Agenda Review

- | | | |
|--|-----------------------------|---------------|
| 4. Contract Extension with Chipman Moving & Storage, Inc. (Spokane, WA) for moving services at the discretion of the Building and Construction Project Manager from June 22, 2016 to July 22, 2017—\$30,000.
Ed Lukas | Approve | OPR 2015-0605 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payment | CPR 2016-0002 |
| 6. City Council Meeting Minutes: _____, 2016 | Approve All | CPR 2016-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0067 Approving appointment of Laura McAloon as the City Attorney for the City of Spokane.
Chris Cavanaugh
- ORD C35424 Relating to the annual budget; amending section 7.09.010 of the Spokane Municipal Code; enacting a new section 7.09.015 of the Spokane Municipal Code.
Council Member Stratton

FIRST READING ORDINANCES

- ORD C35423 (To be considered under Hearings Item H1.b.)
- ORD C35425 (To be considered under Hearings Item H1.c.)

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- | | | | |
|-----|--|-------------------------------------|------------|
| H1. | a. Vacation of portions of North Center Street, North Crescent Drive, Ross Court, Hamlin Street, and a portion of a nearby alley, as requested by Avista and Riverview Retirement Community. (Deferred from July 25, 2016, Agenda) | Approve
Subject to
Conditions | 0 |
| | b. First Reading Ordinance C35423 vacating portions of North Center Street, North Crescent Drive, Ross Court, Hamlin Street, and a portion of a nearby alley. | Further
Action
Deferred | ORD C35423 |
| | c. First Reading Ordinance C35425 vacating a portion of Ross Court from the East line of re-aligned North Crescent to the West line of Granite Street.
Eldon Brown | Further
Action
Deferred | ORD C35425 |

Motion to Approve Advance Agenda for August 15, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The August 15, 2016, Regular Legislative Session of the City Council is adjourned to August 22, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
08/15/2016

Date Rec'd	7/26/2016
Clerk's File #	OPR 2016-0637
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7821
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	4100 - WATER SYSTEM PLAN UPDATE TO TABLE 9-1

Agenda Wording

This action approves the Water Six Year Capital Plan update to the Comprehensive Water System Plan.

Summary (Background)

On March 14, 2016 the Comprehensive Water System Plan was adopted by resolution (RES 2016-0028) by the City Council. Through the final review by the Department of Health a funding error in the Water Six Year Capital plan was discovered. Accounting has resolved the error and the Comprehensive Water System Plan is now consistent with the Six Year Capital Plan.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 7/25/2016
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	acline	
<u>For the Mayor</u>	WHITNEY, TYLER	jsakamoto	
<u>Additional Approvals</u>		dkegley	
<u>Purchasing</u>			

**Water Department
Fund Balance
2013-2019**

	Actual 2013	Budget 2014	Budget 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019	Estimated 2020
Operating Revenues								
Water Sales	31,976,938	30,555,087	33,858,003	34,839,885	35,850,242	36,889,899	37,959,706	39,060,537
Power Sales	2,373,622	2,500,000	2,400,000	2,469,600	2,541,218	2,614,914	2,690,746	2,768,778
Jobbing & Contracting	2,177,952	2,084,111	2,452,631	2,477,157	2,501,929	2,526,948	2,552,218	2,577,740
Cell Towers	496,345	875	550,875	567,401	584,423	601,956	620,015	638,615
Rental Income	88,950	100,000	5,000	-	-	-	-	-
Right of Way Landscaping Maint	189,338	264,611	190,000	195,510	201,180	207,014	213,017	219,195
Other Misc Operating Revenue	-	250,000	100	250,000	250,000	250,000	250,000	250,000
Total Operating Revenues	37,303,145	35,754,684	39,456,609	40,799,554	41,928,992	43,090,731	44,285,702	45,514,865
Operating Expenses								
Operation and Maintenance	15,851,084	19,676,747	19,879,328	20,455,829	21,049,048	21,659,470	22,287,595	22,933,935
Administration	468,225	605,793	633,767	652,146	671,058	690,519	710,544	731,150
City Taxes	6,817,514	6,469,750	6,993,814	7,196,635	7,405,337	7,620,092	7,841,074	8,068,466
State Taxes	1,403,661	1,500,950	1,521,601	1,565,727	1,611,134	1,657,856	1,705,934	1,755,406
Interfund	5,101,011	6,091,632	6,310,922	6,493,939	6,682,263	6,876,049	7,075,454	7,280,642
Operating Capital	657,588	516,700	1,342,900	1,381,844	1,421,918	1,463,153	1,505,585	1,549,247
Right of Way Landscape Maint	279,595	280,000	280,000	288,120	296,475	305,073	313,920	323,024
Total Operating Expenses	30,573,678	35,141,572	36,962,332	38,034,240	39,137,233	40,272,212	41,440,106	42,641,870
Operating Income (loss)	6,729,467	613,112	2,494,277	2,765,314	2,791,760	2,818,518	2,845,595	2,872,995
Infrastructure Revenue								
Enterprise Fund Rates				-	-	-	-	-
Water Rates				-	-	-	-	-
General Facilities Charge	782,722	500,000	800,000	823,200	847,073	871,638	896,915	922,926
Interest Income	9,488	20,894	16,000	43,696	47,692	43,566	44,847	47,625
Sale of Assets	64,877	140,856	135,000	135,675	136,353	137,035	137,720	138,409
Loans	-	-	-	-	-	-	-	-
Contributed Capital	34,957	-	-	-	-	-	-	-
Total Infrastructure Revenue	892,044	661,750	951,000	1,002,571	1,031,119	1,052,239	1,079,483	1,108,960
Infrastructure Debt	1,027,335	1,069,165	1,000,000	1,283,318	1,283,318	1,120,771	1,120,771	1,120,771
Capital Six-Year Plan	9,730,483	12,605,412	280,000	218,000	1,855,000	940,000	650,000	360,000
Other Infrastructure	633,253	366,000	1,426,000	1,467,354	1,509,907	1,553,695	1,598,752	1,645,116
Total Infrastructure Expenses	11,391,071	14,040,577	2,706,000	2,968,672	4,648,225	3,614,466	3,369,523	3,125,887
Infrastructure Fund Gain (Loss)	(10,499,027)	(13,378,827)	(1,755,000)	(1,966,101)	(3,617,107)	(2,562,227)	(2,290,040)	(2,016,927)
Total Revenue	38,195,189	36,416,434	40,407,609	41,802,125	42,960,111	44,142,969	45,365,185	46,623,825
Total Expenses	41,969,749	49,182,149	39,668,332	41,002,912	43,785,458	43,886,678	44,809,629	45,767,756
Cash & Investments - Beginning	12,883,446	9,405,380	8,000,000	8,739,277	9,538,490	8,713,143	8,969,435	9,524,990
Cash & Investments - Increase (Decrease)	(3,478,066)	(1,405,380)	739,277	799,213	(825,347)	256,292	555,555	856,069
Cash & Investments - Ending	9,405,380	8,000,000	8,739,277	9,538,490	8,713,143	8,969,435	9,524,990	10,381,059

6 Year Capital Plan	2014	2015	2016	2017	2018	2019
Central Ave	75,000	1,500,000				
Enterprise rates	9,558,000	3,872,000	7,690,000	6,860,000	3,710,000	1,910,000
PWTF	1,251,990	150,000	2,350,000			
water rates	1,297,010	5,340,000	225,000	3,625,000	4,450,000	12,800,000
	12,182,000	10,862,000	10,265,000	10,485,000	8,160,000	14,710,000

OPR-2013-0214	Water Loan	300,000	Plains System Second Reservoir - Pre Construction loan
OPR-2012-0942	DWSRF	365,486	Sundance Estates - Kendrick Ave Water System
OPR-2013-0443	Water Loan	921,990	Garden Park Booster Station-construction loan
OPR-2013-0644	DWSRF	1,221,090	Central Avenue Wells 1 & 2 Rehabilitation
OPR-2013-0645	DWSRF	3,357,240	Steel Transmission Main Replacements
OPR-2013-0646	DWSRF	5,804,490	Top System Transmission Main Replacement
		11,770,296	

	Amt	1/24
2014	1,126,481	46,937
2015	3,082,453.0	128,436
2016	7,283,110	303,483
2017		
2018		
2019		



Agenda Sheet for City Council Meeting of:
08/15/2016

Date Rec'd	7/27/2016
Clerk's File #	OPR 2016-0638
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 835-4527
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-BLEA PERSONNEL REIMB.

Agenda Wording

Agreement between the City of Spokane and Washington State Criminal Justice Training Commission (WSCJTC) for administering, conducting, and presenting the state's Basic Law Enforcement Academy (BLEA) program.

Summary (Background)

WSCJTC has agreed to reimburse Spokane Police for the services of Arthur Dollard (100%) and David Daddato (40%) for the administration of BLEA. Reimbursement is for salaries and benefits and only for the period when BLEA and Equivalency Training is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. Start date is July 1, 2016 and end date is June 30, 2018.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 275,500.00	#	0680-11710-21400-VARIOUS
Revenue	\$ 275,500.00	#	0680-11710-21400-33821
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LYNDS, SARAH	<u>Study Session</u>	Public Safety 07/18/2016
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	WHITNEY, TYLER	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		mgriffiths	
		aanderman@cjtc.state.wa.us	

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
BLEA
July 18, 2016**

Subject

Interagency agreements between Spokane Police and Washington State Criminal Justice Training Commission (WSCJTC) for Basic Law Enforcement Academy (BLEA) training sessions.

Background

The Spokane Police Department will be hosting the Basic Law Enforcement Academy for two years, starting July 1, 2016 –June 30, 2018. The Basic Academy curriculum is designed to provide recruit officers with the basic knowledge and skills necessary for safe, proper, and effective law enforcement service.

Impact

This agreement will allow the WSCJTC academy to use SPD facilities to teach their BLEA training to applicants in Eastern Washington. WSCJTC will be responsible for funding the training which includes; instructors, supplies and contractual items and will be coordinating the procurement of these items.

Action

Approval of both the Interlocal agreement with SPD to host training and agreement for contributing revenue as reimbursement for 1.4 FTE's as instructors to the Academy.

Funding

1.4 FTE's - Officers budgeted in Patrol – Estimate for 2 yrs. - \$275,500.00
Revenue-2016 - \$67,400.00
Revenue-2017 - \$138,700.00
Revenue-2016 - \$69,400.00



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Debbie J. Mealy, Ph.D. Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

AGREEMENT

This Agreement is made and entered into by and between the CITY OF SPOKANE as "City", and the **Washington State Criminal Justice Training Commission**, hereinafter referred to as the "Commission".

Whereas Arthur Dollard and David Daddato are employed by the City of Spokane Police Department as employees, holding the positions of Senior Patrol Officer therein; and

Whereas the Commission, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Commission desires to contract with the City for the services of Arthur Dollard (full-time) and David Daddato (40 percent part-time) in administering, conducting, and presenting the state's Basic Law Enforcement Academy program;

Now therefore, for and in consideration of the mutual promises set forth herein, the parties mutually agree as follows:

(1) Term

This Agreement shall commence on the **1st day of July, 2016** and terminate on the **30th day of June, 2018**, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

(2) Duties of the CITY OF SPOKANE

The City shall provide the full-time services of Arthur Dollard and part-time (40 percent) services of David Daddato to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) Providing classroom instruction in assigned subjects.
- (b) Creating written and practical exercises relating to classroom instruction.
- (c) Writing test material.
- (d) Researching/updating classroom instruction and teaching materials.
- (e) Tutoring/counseling recruit officers.
- (g) Grading exams.
- (h) Assisting and coordinating practical training exercises.
- (i) Suggesting revisions to academy programs and curriculum.

(3) Consideration

In consideration of those services provided under this Agreement, the Commission shall reimburse the City its full payment of salary to **Arthur Dollard** (full-time) and **David Daddato** (40 percent part-time), including all benefits and all increases to said salary or benefits, during the period of **Daddato's and Dollard's** service to the Commission herein. The Commission will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. The Commission shall pay said reimbursement amount upon submission by the City Police Department of a monthly invoice to the Commission at:

Attn: Anthony Anderman
Assistant Commander, Spokane BLEA
2302 North Waterworks Street
Spokane, WA 99212

(4) Agreements Outside of This Agreement

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all previous agreements on this subject matter, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this Agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement.

(5) Modification

No waiver or modification of this Agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties herein, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

(6) Termination of Agreement

This Agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after thirty-days (30) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this Agreement upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this Agreement. In the event of termination under this section, the City will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (3) herein.

(7) Employment Obligations of Parties

The Commission agrees to pay to **Arthur Dollard** the full salary and benefits and **David Daddato** (40 percent part-time salary and benefits), including all increases to said salary and benefits, accruing to them as an employee of the CITY OF SPOKANE during the period of Daddato's and Dollard's services herein under.

Additionally, the City agrees to extend to **Arthur Dollard and David Daddato** all rights, privileges, and benefits attendant to and resulting from Daddato's and Dollard's employment by the City, including any and all promotional opportunities otherwise available to them. The City further agrees that upon completion and conclusion of **Arthur Dollard and David Daddato** service herein, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this Agreement and in the absence of any disciplinary action taken during the duration of this Agreement, Daddato and Dollard will be returned and reinstated to the CITY OF SPOKANE POLICE DEPARTMENT at the same or equal commissioned rank or position held on the beginning date of this Agreement.

The Commission agrees to effect all necessary evaluation and documentation regarding **Arthur Dollard and David Daddato** during the period of service herein and as required by the City. The City reserves the right to discipline Arthur Dollard and David Daddato for any violation of Spokane Police Department rules in the same manner as other Spokane Police Department employees. The Commission additionally agrees to provide **Arthur Dollard and David Daddato** a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the City.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Commission occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of the Commission, its agents or employees, except for injuries and damages caused by the negligence of the City, its officers, officials, employees and volunteers other than Arthur Dollard and David Daddato. The Commission agrees to defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Arthur Dollard and David Daddato under the direction and control of the Commission described in Section 2 above.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of **Arthur Dollard and David Daddato** while acting in performance of this Agreement, the City agrees to extend to **Arthur Dollard and David Daddato** medical / health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the City.

(10) Venue Stipulation

This Agreement shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted in Spokane County, Spokane, Washington.

(11) Assignment

Each party to this Agreement stipulates that the Agreement is one for personal services and accordingly neither party hereto may assign, sublet, or transfer any interest in this Agreement.12) Compliance With Laws

The parties hereto agree to comply in carrying out the terms of this Agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the laws pertaining to civil rights and laws pertaining to the Commission and the City, including merit system rules.

(13) Notices

All notices given herein shall be in writing and shall be sent by registered mail to the parties at their recognized business addresses.

Washington State Criminal Justice Training Commission
19010 1st Avenue South
Burien, WA 98148

City of Spokane Police Department
1100 West Mallon
Spokane, WA 99260

(14) Headings

The article headings contained in this Agreement are inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

Washington State Criminal Justice
Training Commission

CITY OF SPOKANE, Washington

Sue Rahr, Executive Director
Criminal Justice Training Commission
19010 1st Avenue South
Burien, Washington 98148

Date

Craig Meidl, Assistant Chief
CITY OF SPOKANE
1100 W. Mallon
Spokane, WA 99260

Date

cc: Brian Elliott, Fiscal Manager, WSCJTC
Anthony Anderman, Spokane BLEA Assistant Commander
Senior Patrol Officer Arthur Dollard and Senior Patrol Officer David Daddato, Spokane Police Department



Agenda Sheet for City Council Meeting of:
08/15/2016

Date Rec'd	7/27/2016
Clerk's File #	OPR 2016-0639
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 835-4527
Contact E-Mail	JCLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-BLEA TRAINING (WSCJTC)

Agenda Wording

Interagency agreement between the City Of Spokane and Washington State Criminal Justice Training Commission (WSCJTC) for the BLEA Academy. The agreement states the terms and conditions under which Spokane Police will provide services and facilities.

Summary (Background)

The agreement memorializes the terms and conditions under which SPD will provide services and facilities to WSCJTC. SPD will provide the necessary facilities to successfully conduct the 720 hour BLEA academy. WSCJTC will manage and oversee the daily operations of BLEA. On top of that, the Commission will reimburse SPD for services of 1.4 FTE (\$275,500.00 for a 2 year period) and up to \$10,700.00 per BLEA session training costs. Term - July 1, 2016 to June 30, 2018.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 42,800.00	#	0680-11710-21400-various
Revenue	\$ 42,800.00	#	0680-11710-21400-33821
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LYNDS, SARAH	<u>Study Session</u>	PSC 07/18/2016
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	WHITNEY, TYLER	slynds	
<u>Additional Approvals</u>		ewade	
<u>Purchasing</u>		mgriffiths	
		aanderman@cjtc.state.wa.us	



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Debbie J. Mealy, Ph.D. Interim Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION AND SPOKANE POLICE DEPARTMENT

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State Criminal Justice Training Commission, an agency of the state of Washington (hereafter referred to as "WSCJTC"), and the Spokane Police Department, a Law Enforcement Agency, located in Spokane, Washington (hereafter referred to as "SPD").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SPD will provide services and facilities to WSCJTC.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of the WSCJTC:

- a. Manage and oversee the daily operations of the Washington State Basic Law Enforcement Academy (BLEA) that will be hosted at the SPD Training Academy. The Duties include, but not limited to:
 - i. Manage and supervise 1.4 TAC Staff and all instructors participating in the delivery, implementation, coaching, and evaluation of the BLEA students learning.
 - ii. Liaison with SPD staff (i.e., Academy Lt. Sgt, full-time staff etc.)
 - iii. Manage and oversee Budget
 - iv. Manage and oversee Equipment and Inventory of purchase(s)
- b. Provide all materials, Services and Supplies
 - i. Through the State purchasing process, WSCJTC will provide materials, services, and supplies, unless otherwise agreed to by SPD and WSCJTC

B. Duties of SPD:

- a. SPD will provided the necessary facilities to successfully conduct the 720 hour BLEA academy

Mission: The Washington State Criminal Justice Training Commission enhances public safety by establishing standards and providing education and training.

Values: Professionalism • Integrity • Accountability

- i. Office Space for a full-time WSCJTC BLEA Commander. This will include, but not limited to:
 1. Office Phone
 2. High Speed Internet connection
 3. Office furniture
- ii. 1.4 TAC Staff will be fully reimbursed by WSCJTC. WSCJTC will only reimburse when the Basic Law Enforcement Academy and Equivalency Training is in session. An additional up to 3 weeks reimbursement may be granted for pre and post academy work. (terms and conditions for TAC Officers contained under a separate agreement).
- iii. Conduct an Emergency Vehicle Operation Course (EVOC) training as prescribed and or adopted by the WSCJTC and shall make necessary equipment and instructional resources available for such purpose.
 1. Cost for SPD to conduct the EVOC training will not exceed \$10,700 per BLEA session. This will include Spokane Vehicles, fuel, fees for track rental, routine maintenance, and normal wear and tear consistent with intended use of vehicles.
 2. Reimbursements for EVOC costs will be submitted to and managed by the WSCJTC Spokane BLEA Commander and the WSCJTC EVOC Training Program Manager.
 3. WSCJTC shall be responsible for actual costs attendant to vehicle replacement or repair resulting from any damage occurring during and because of attendee operation hereunder.
 4. SPD shall effect necessary replacement or repair in the most economical and available manner.
- iv. Provide an Administrative Assistant that will, on a limited basis, assist with the BLEA operating schedule

II. PERIOD OF AGREEMENT

Subject to its other provisions, the period of performance of this Agreement shall be for 2 years (June 30, 2016 – June 30, 2018). (the “Term”), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work will not exceed \$10,700 per BLEA Academy or \$42,800 during the term of the Agreement (See [B.iii] above). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

IV. BILLING PROCEDURES

SPD shall submit invoices to WSCJTC on monthly basis. WSCJTC shall pay SPD for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

All invoices shall be submitted to:



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

The WSCJTC Spokane Basic Law Enforcement Academy
Attn: Assistant Commander Anthony Anderman
Spokane Police Academy
2302 North Waterworks
Spokane, WA 99212

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties, without first giving notice to the furnishing party and giving a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC. SPD has a right to request access to this data and WSCJTC will provide the data upon request. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement which the parties are unable to resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one (1) member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and



WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • www.cjtc.state.wa.us

- C. Any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Interagency Administrator for WSCJTC is:

Name: Anthony Anderman

Title: Assistant Commander

Address: 2302 North Waterworks, Spokane, WA 99212

Telephone: (509) 991-5835

Mission: Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

Values: Professionalism • Integrity • Accountability

Email: aanderman@WSCJTC.state.wa.us

The Interagency Administrator for SPD is:

Name: Kevin King

Title: Lieutenant

Address: 2302 North Waterworks

Telephone: (509) 742-8110

Email: kking@spokanepolice.org

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE CRIMINAL
JUSTICE TRAINING COMMISSION**
("WSCJTC")

SPOKANE POLICE DEPARTMENT
("SPD")

Name: _Sue Rahr_____
Title: Executive Director_____
Address: _19010 1st Ave. S. Burien, WA_____
City/State/Zip: Burien, WA 98148_____
Date: _____

Name: Craig Meidl_____
Title: Assistant Chief_____
Address: _1100 W. Mallon_____
City/State/Zip: Spokane, WA 99260_____
Date: _____

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
BLEA
July 18, 2016**

Subject

Interagency agreements between Spokane Police and Washington State Criminal Justice Training Commission (WSCJTC) for Basic Law Enforcement Academy (BLEA) training sessions.

Background

The Spokane Police Department will be hosting the Basic Law Enforcement Academy for two years, starting July 1, 2016 –June 30, 2018. The Basic Academy curriculum is designed to provide recruit officers with the basic knowledge and skills necessary for safe, proper, and effective law enforcement service.

Impact

This agreement will allow the WSCJTC academy to use SPD facilities to teach their BLEA training to applicants in Eastern Washington. WSCJTC will be responsible for funding the training which includes; instructors, supplies and contractual items and will be coordinating the procurement of these items.

Action

Approval of both the Interlocal agreement with SPD to host training and agreement for contributing revenue as reimbursement for 1.4 FTE's as instructors to the Academy.

Funding

1.4 FTE's - Officers budgeted in Patrol – Estimate for 2 yrs. - \$275,500.00
Revenue-2016 - \$67,400.00
Revenue-2017 - \$138,700.00
Revenue-2016 - \$69,400.00



Agenda Sheet for City Council Meeting of:
08/15/2016

Date Rec'd	7/13/2016
Clerk's File #	OPR 2011-0535
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 835-4527
Contact E-Mail	JCLUNDGREN@SPOKANCITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 AOT-FALSE ALARM CONTRACT EXTENSION

Agenda Wording

Contract extension with AOT PUBLIC SAFETY CORPORATION (WALDORF, MA) for the False Alarm Program. The estimated revenue for a one year term is \$330,000.00. Contract term is July 1, 2016 to June 30, 2017.

Summary (Background)

Spokane Police responds to about 7,000.00 alarm calls annually. Approximately 98% of these alarms are false. This results in the commitment of over 8,000.00 man-hours in SPD resources. AOT/PSC identifies the false alarms and recovers the costs from responsible parties. SPD is requesting a one year extension while it reviews the false alarm module that is included in the new CAD/RMS program being implemented in October 2016.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 330,000.00	#	0680-11450-28100-33828-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LYNDS, SARAH	<u>Study Session</u>	PSC 07/18/2016
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	WHITNEY, TYLER	slynds	
<u>Additional Approvals</u>		ewade	
<u>Purchasing</u>		jgriffin	
		jgoldman	
		mmartinez	

Briefing Paper
City of Spokane
AOT/PSC - Contract Extension
Police Department-Council Briefing Session
July 18, 2016

Subject

Contract extension with AOT/PSC for the administration of the False Alarm Program. The estimated revenue is \$330,000 for the one-year term from July 1, 2016 – June 30, 2017.

Background

The current contract between AOT/PSC and the City of Spokane expires on June 30, 2016. SPD is implementing the new CAD/RMS system in October. This system had a module for false alarm management. SPD would like to have time to evaluate the false alarm module and see if it is an option for SPD.

Impact

- Substantial revenue impacts to the general fund.
- The Police Department responds to over 7000 alarm calls annually. Approximately, 98% of these alarms are false, resulting in the commitment of over 8,000 man-hours in Police Department resources to those alarms.
- This program will identify persistent false alarm problems and hold alarm companies and their customers accountable through annual registration and an assessment of cost recovery fees to reimburse the expense of responding to false alarms.

Action

Approve contract extension beginning July 1, 2016 through June 30, 2017, unless terminated earlier.

Funding

This is revenue to the general fund of approximately \$25,000 to \$30,000 a month.



City of Spokane

**CONTRACT EXTENSION
WITH COST**

Title: **Administration of the City's False
Alarm Program**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AOT Public Safety Corporation**, whose address is 103 Paul Mellon Court, Waldorf, Maryland 20602 as ("**PSC**").

WHEREAS, the parties entered into a Contract wherein the PSC agreed to provide for the City a system and Program for the monitoring of False Alarms; and

WHEREAS, the original contract including Extensions has run its Term, but due to the migration of the City's current Public Safety CAD/RMS System to the New World Platform additional time is required to asses this new systems capability, and thus the original Contract currently in place needs to be formally extended by this written document to deliver uninterrupted False Alarm Monitoring for one (1) additional year while the City evaluates this new Platform and its capabilities.

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated May 23, 2011 and May 27, 2011, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on July 1, 2016.

3. EXTENSION.

The contract documents are hereby extended and shall run through June 30, 2017.

4. COMPENSATION.

The City shall receive an estimated annual revenue after compensation of the Program of TWO HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00) for everything furnished and done under this Contract Extension.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Extension by having legally-binding representatives affix their signatures below.

PSC

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

16-669

**Agenda Sheet for City Council Meeting of:**

08/15/2016

Date Rec'd

8/1/2016

Clerk's File #

OPR 2015-0605

Renews #Cross Ref #Submitting Dept

ASSET MANAGEMENT

Contact Name/Phone

ED LUKAS 625-6286

Project #Contact E-Mail

RLUKAS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

MASTER

Agenda Item Name

5900 - MOVING SERVICES CONTRACT EXTENSION WITH COST

Agenda Wording

Contract Extension with cost with Chipman Moving & Storage, Inc. for moving services at the discretion of the Building and Construction Project Manager.

Summary (Background)

Contract with Chipman Moving & Storage, Inc. for \$40,000 (including tax) expired 6/21/16 with the option to renew for 2 one-year renewals. More time for performance is needed. This contract extension shall run through July 22, 2017 at a cost of \$30,000.00, which would bring the total cost to \$70,000.00.

Fiscal ImpactBudget Account

Expense \$ 30,000.00

Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUKAS, ED

Study SessionDivision Director

DUNIVANT, TIMOTHY

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

Engineering Admin

For the Mayor

SANDERS, THERESA

rlukas@spokanecity.org

Additional Approvals

jknight@spokanecity.org

Purchasing

jahensley@spokanecity.org

jlargent@spokanecity.org

bobc@chipman-spokane.com



City of Spokane
**CONTRACT EXTENSION
WITH COST**
MOVING SERVICES

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and CHIPMAN MOVING & STORAGE, INC., whose address is 2704 North Moore Lane, Spokane, Washington 99216 as ("COMPANY").

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City MOVING SERVICES AT THE DISCRETION OF THE BUILDING AND CONSTRUCTION PROJECT MANAGER AND APPROVED BY THE ASSET MANAGEMENT DIRECTOR FOR VARIOUS CITY DEPARTMENTS ON VARIOUS CITY PROPERTIES; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated July 13, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on June 22, 2016.

3. EXTENSION.

The contract documents are hereby extended and shall run through July 22, 2017.

4. COMPENSATION.

The City shall pay an additional amount not to exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) for everything furnished and done under this Contract Extension.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

CHIPMAN MOVING & STORAGE, INC

By _____
Signature

Date

Type or Print Name

Title

E-Mail Address

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature

Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

16-fip

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Seattle Commercial Insurance 925 4th Ave, Suite 3200 Seattle, WA 98104	CONTACT NAME: Kathy Hanson PHONE (A/C, No, Ext): 800 499-0933 FAX (A/C, No): 866.577.1326 E-MAIL ADDRESS: kathy.hanson@propelinsurance.com														
INSURED Chipman Moving & Storage (Spokane), Inc 2704 N Moore Lane Spokane, WA 99216	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Fireman's Fund Insurance Compan</td> <td>21873</td> </tr> <tr> <td>INSURER B: Vanliner Insurance Company</td> <td>21172</td> </tr> <tr> <td>INSURER C: American Automobile Insurance C</td> <td>21849</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Fireman's Fund Insurance Compan	21873	INSURER B: Vanliner Insurance Company	21172	INSURER C: American Automobile Insurance C	21849	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MZG80969471	03/31/2016	03/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 WA Stop Gap \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MRV327050108	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		UMV327050108	03/31/2016	03/31/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WZC81033485	03/31/2016	03/31/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Warehouse Legal		MZG80969471	03/31/2016	03/31/2017	\$1,000,000; \$1,000 Ded
A	Cargo Liability		MZG80969471	03/31/2016	03/31/2017	\$250,000 / \$500,000 \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Agenda Sheet for City Council Meeting of:**

08/08/2016

<u>Date Rec'd</u>	7/25/2016
<u>Clerk's File #</u>	RES 2016-0067
<u>Renews #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHRIS 625-6383	<u>Project #</u>	
<u>Contact E-Mail</u>	CCAVANAUGH@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0620 RESOLUTION APPOINTING LAURA MCALOON CITY ATTORNEY		

Agenda Wording

Resolution appointing Laura McAloon to the position of City Attorney effective Wednesday, August 31, 2016.

Summary (Background)

Resolution appointing Laura McAloon to the position of City Attorney

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHRIS CAVANAUGH	<u>Study Session</u>	
<u>Division Director</u>	CHRIS CAVANAUGH	<u>Other</u>	
<u>Finance</u>	DUNIVANT, TIMOTHY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2016 - 0067

A Resolution approving the appointment of Laura McAloon as the City Attorney for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads, subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of the appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Ms McAloon as the City Attorney for the City of Spokane –

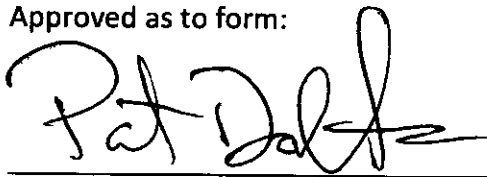
NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Laura McAloon as the City Attorney for the City of Spokane.

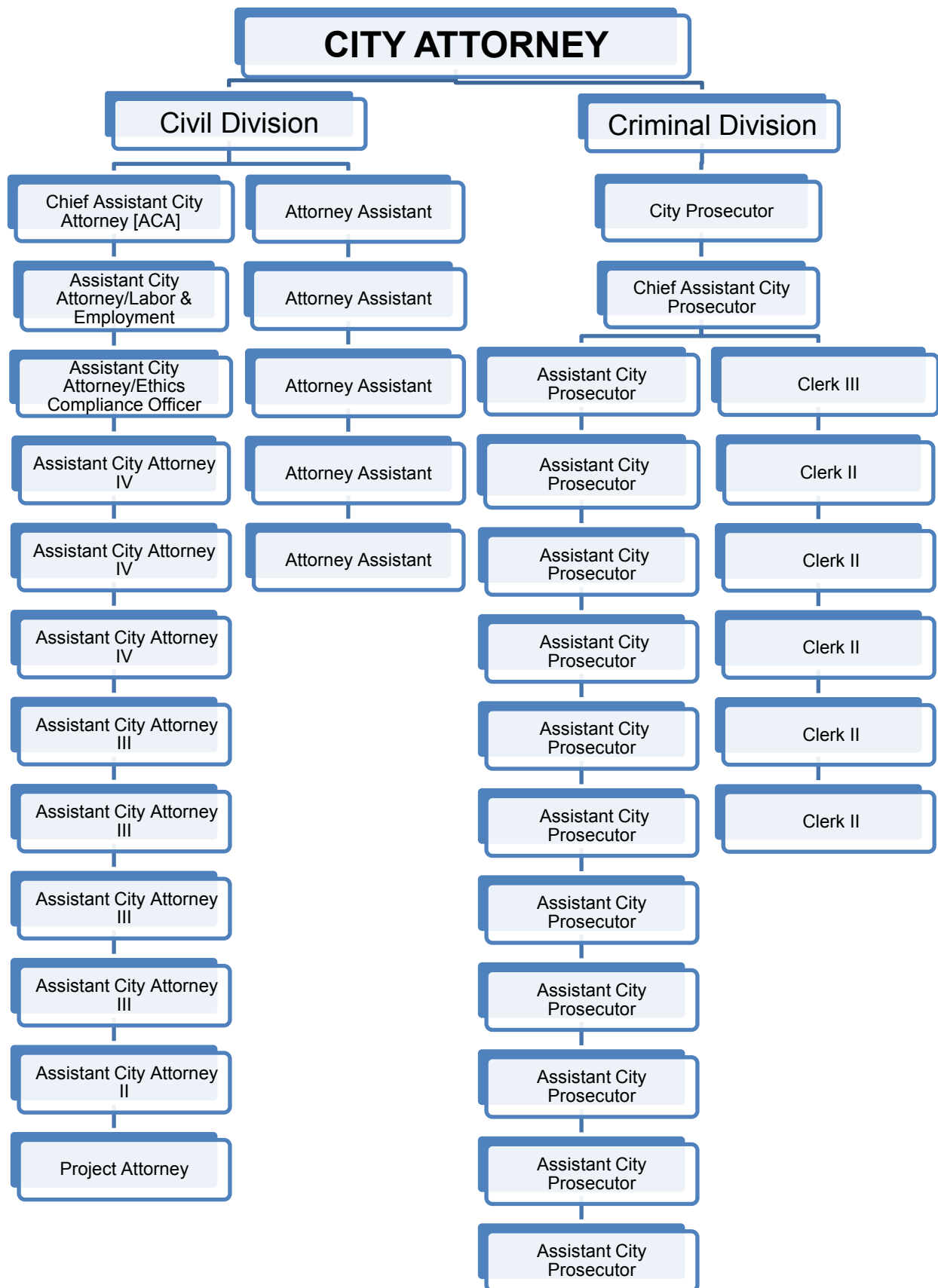
ADOPTED BY THE CITY COUNCIL on _____, 2016

City Clerk

Approved as to form:



Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**

08/08/2016

Date Rec'd

7/27/2016

Clerk's File #

ORD C35424

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KAREN STRATTON 6291

Project #Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

AN ORDINANCE RELATING TO THE ANNUAL BUDGET PROCESS

Agenda Wording

An ordinance relating to the annual budget; amending section 07.09.010 of the Spokane Municipal Code; enacting a new section 07.09.015 of the Spokane Municipal Code.

Summary (Background)

This proposed ordinance would amend SMC 07.09.010 to clarify the required approvals for intrafund budget transfers. It would also enact a new section 07.09.015 to require that intrafund transfers of job positions must be accompanied by a transfer of the funds budgeted for that position by emergency budget ordinance enacted by the City Council, and to clarify that the transfer of classified personnel must be done under Civil Service rules.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STUCKART, BEN

Study SessionDivision DirectorOther

Finance Comm: 8/8/2016

Finance

DAVIS, LEONARD

Distribution ListLegal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Additional ApprovalsPurchasing

ORDINANCE NO. C35424

An ordinance relating to the annual budget; amending section 07.09.010 of the Spokane Municipal Code; enacting a new section 07.09.015 of the Spokane Municipal Code.

WHEREAS, the annual City Council process for establishing the City's budget ensures the fiscally responsible use of taxpayer funds; and

WHEREAS, the City Charter mandates that the establishment, funding, and staffing of each City department is done annually in the budget process by ordinance; and

WHEREAS, since at least 2012, there have been instances when employees in positions funded by the annual City Council approved budget have been transferred into different departments outside the required budget process; and

WHEREAS, under that practice, the employee's former department continued to pay the transferred employee's salary for work in the new department, either directly or via the former department "billing" the new department, also outside the budget process; and

WHEREAS, the use of this practice has been increasing and is inconsistent with the City Charter, including provisions relating to Civil Service under Article VI; and

WHEREAS, legislative action is needed to reaffirm the City Council's role in the creation, funding and staffing of City departments in the budget process as mandated by the City Charter and to prevent further unauthorized use of City funds; and

WHEREAS, the City Council finds that this legislative action to enforce and reaffirm the requirements of the annual budget process is central and essential for the immediate support of City government and its existing public institutions within the meaning of Section 19 of the City Charter.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.09.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.09.010 Permitted When

- A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation~~((--))~~; ~~((Provided))~~provided, however, that the following transfers shall not occur unless ~~((be))~~ approved by an ordinance

passed by the vote of one more than the majority of all members of the city council:

1. The creation or abolishment of employee positions, except for:
 - a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or
 - b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.
 2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.
 3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.
 4. Emergencies as specified in state law or City charter.
- B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:
1. Changes to the wages, hours and conditions of employment of appointive employees.
 2. Adjustments to the salary or compensation of City officers, assistants and employees.

~~((C. The city council shall approve any regulations implementing this section.))~~

Section 2. That there is enacted a new section 07.09.015 of the Spokane Municipal Code to read as follows:

Section 07.09.015 Personnel/Position Transfers.

- A. Transfer of all classified personnel shall be accomplished pursuant to the City's civil service rules.
- B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.
- C. Inter-departmental transfers of job positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, SMC 07.15.005, and chapter 35.33, RCW, shall not occur unless the City Council approves an emergency budget ordinance to accomplish the transfer.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/15/2016

Date Rec'd	7/21/2016
Clerk's File #	ORD C35423
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700 - HEARING FOR STREET VACATION - NORTH CENTER STREET

Agenda Wording

Vacation of portions of North Center Street, North Crescent Avenue, Ross Court, Hamlin Street and a portion of a nearby alley as requested by Avista and Riverview Retirement Community. (Logan Neighborhood Council)

Summary (Background)

At its legislative session held on June 6, 2016, the City Council set a hearing on the above vacation for July 25, 2016, which has been moved to August 8, 2016. Staff has solicited responses from all concerned parties.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head

BECKER, KRIS

Division Director

MALLAHAN, JONATHAN

Finance

DAVIS, LEONARD

Legal

RICHMAN, JAMES

For the Mayor

WHITNEY, TYLER

Council Notifications

Study Session

Other

PED 5/16/16

Distribution List

engineering admin

edjohnson@spokanecity.org

sbishop@spokanecity.org

htrautman@spokanecity.org

ebrown@spokanecity.org

Additional Approvals

Purchasing

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35423

An ordinance vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley,

WHEREAS, a petition for the vacation of a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE ¼ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

All that portion of North Ross Court lying south of Lots 7 through 12, and north of Lots 13 through 18, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH that portion of North Ross Court lying South of Lot 7 WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, and lying North of Lot 6, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of the platted alley lying north of Block 1 and south of Block 2, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH All that portion of North Crescent Avenue lying North of Lots 1 through 6, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, and lying south of Block 6, ROSS PARK, as recorded in Volume "A" of Plats, Page 141, records of Spokane County, and lying south of Block 1, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of North Center Street lying north of the North right of way of Upriver Drive and south of Parcel "A" further described below;

Parcel "A"

A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, County of Spokane, State of Washington, more particularly described as follows:

COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;

Thence North $47^{\circ}47'23''$ East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Northerly right of way North $47^{\circ}47'23''$ East a distance of 64.01 feet;

Thence North $43^{\circ}01'21''$ West a distance of 334.23 feet;

Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears North $74^{\circ}28'13''$ West a distance of 315.12 feet), for an arc length of 331.52 feet;

Thence South $74^{\circ}04'55''$ West a distance of 512.89 feet;

Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of $40^{\circ}28'19''$: (the long chord of which bears South $53^{\circ}50'46''$ West a distance of 160.49 feet), for an arc length of 163.88 feet to a point on the Northwesternly right of way of that right of way as dedicated by Resolution recorded in Auditor's file number 6037563;

Thence along said Northwesternly right of way South $33^{\circ}36'36''$ West a distance of 9.71 feet;

Thence South $56^{\circ}23'24''$ East a distance of 64.00 feet;

Thence North $33^{\circ}36'36''$ East a distance of 9.71 feet;

Thence along a tangent curve to the right with a radius of 168.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears North $53^{\circ}50'46''$ East a distance of 116.22 feet), for an arc length of 118.67 feet;

Thence North $74^{\circ}04'55''$ East a distance of 512.89 feet;

Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears South $74^{\circ}28'13''$ East a distance of 248.34 feet), for an arc length of 261.26 feet;

Thence South $43^{\circ}01'21''$ East a distance of 333.32 feet to the **TRUE POINT OF BEGINNING**.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
July 19, 2016**

LOCATION: Portions of North Crescent, Ross Ct., Center St, and adjacent alleys.

PROPONENT: Avista

PURPOSE: To realign and vacate streets for Avista's Campus.

HEARING: August 15, 2016

REPORTS:

AVISTA UTILITIES – Avista requests that if any utilities comment on any reserved easements in the proposed right-of-ways to be vacated, that only a 10' easement be reserved for utilities in the vacation area.

COMCAST – Comcast has no problem as long as Avista pays Comcast to relocate their plant within this project.

CENTURYLINK – CenturyLink has no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – The new ROW street should incorporate bicycle lanes to tie in with Upriver Drive and along N. Crescent to Indiana.

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Water in the proposed vacation area of Ross Ct., No Crescent Ave, and North Center St., which must be rerouted or eased (There is sewer in the same streets). A Boundary Line Adjustment will be required to avoid land locking properties.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No issues with the vacation. Will deal with the route issues @ development.

PLANNING & DEVELOPMENT – PLANNING – Subject to Shoreline Permit approval. Coordinate with Ali Brast for timing

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - No Comments

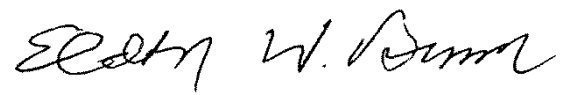
WASTEWATER MANAGEMENT – There are existing sanitary sewers in most of the right of ways proposed for vacation. These sewers must either become private, if they serve only Avista-owned properties or, if not, then an easement and access must be provided to the City for repair and maintenance. This easement must be: A “No build” easement allowing “ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline” is required for the full length of the pipe. This easement should be a minimum 30-ft wide, 10-ft on one side of the pipeline and 20-ft on the other. On site storm runoff must be contained and handled on the site in privately owned facilities in accordance with State and City requirements. If existing facilities are to be used within the proposed vacated R/W, those facilities must become private and disconnected from the public system.

WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

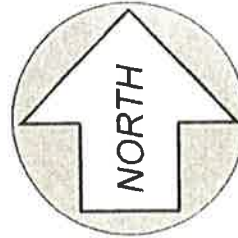
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. All utilities that must be moved will be addressed with the plans that are currently in for review. Prior to finalizing the vacation all necessary utilities must be moved or easement will be reserved.
2. Street realignment plans must be approved and construction must be complete.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$59,318.83 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. Adequate emergency vehicle access shall be maintained to existing and future buildings.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2017.

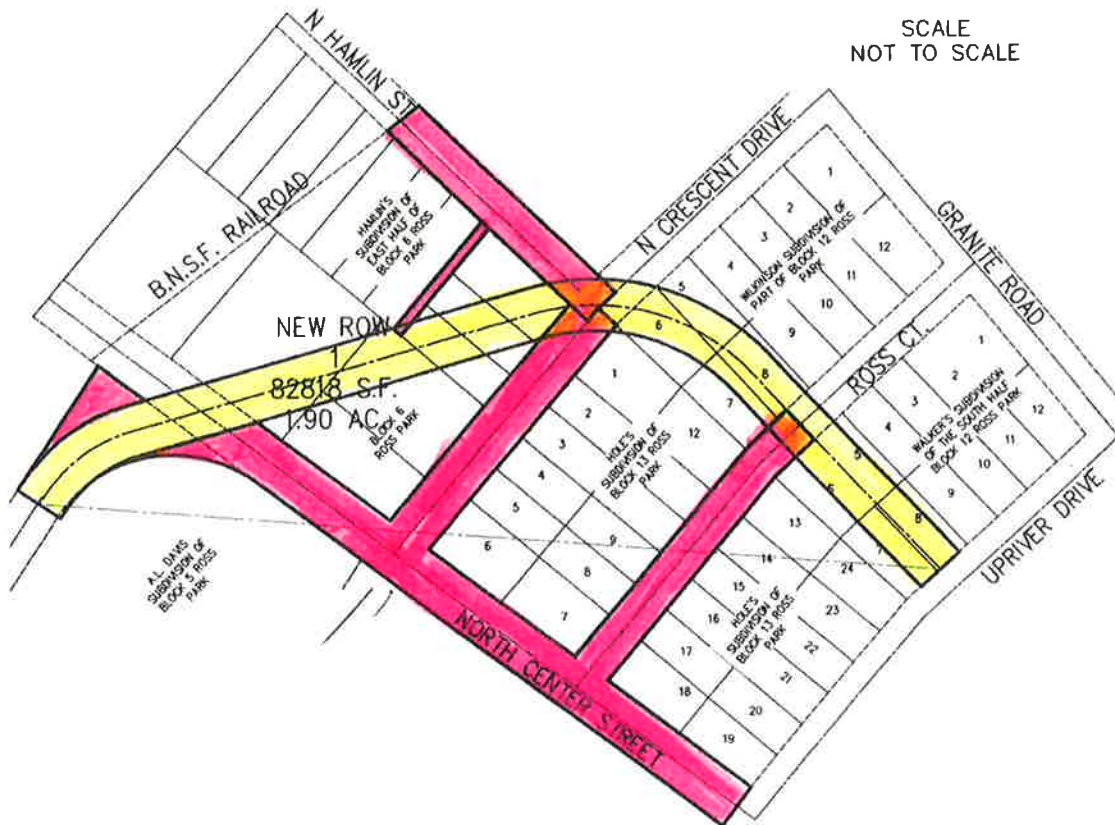
A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized "E" and "B".



Eldon Brown, P.E.
Principal Engineer – Developer Services

EXHIBIT FOR
AVISTA
STREET VACATIONS



SCALE
NOT TO SCALE



-  RIGHT-OF-WAY
TO BE VACATED
-  RIGHT-OF-WAY
TO BE DEDICATED

THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND
DOES NOT CONSTITUTE A PROPERTY BOUNDARY
SURVEY

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35425

An ordinance vacating a portion of Ross Court,

WHEREAS, a petition for the vacation of a portion of Ross Court, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE ¼ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

That portion of North Ross Court lying north of Lots 1 through 5, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, extended northerly to the South line of the plat of WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, EXCEPT Parcel "A" further described below;

Parcel "A"

A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, County of Spokane, State of Washington, more particularly described as follows:

COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;

Thence North $47^{\circ}47'23''$ East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Northerly right of way North $47^{\circ}47'23''$ East a distance of 64.01 feet;

Thence North $43^{\circ}01'21''$ West a distance of 334.23 feet;

Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears North $74^{\circ}28'13''$ West a distance of 315.12 feet), for an arc length of 331.52 feet;

Thence South $74^{\circ}04'55''$ West a distance of 512.89 feet;

Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears South $53^{\circ}50'46''$ West a distance of 160.49 feet), for an arc length of 163.88 feet to a point on the Northwesternly right of way of that right of way as dedicated by Resolution recorded in Auditor's file number 6037563;

Thence along said Northwesternly right of way South $33^{\circ}36'36''$ West a distance of 9.71 feet;

Thence South $56^{\circ}23'24''$ East a distance of 64.00 feet;

Thence North $33^{\circ}36'36''$ East a distance of 9.71 feet;

Thence along a tangent curve to the right with a radius of 168.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears North $53^{\circ}50'46''$ East a distance of 116.22 feet), for an arc length of 118.67 feet;

Thence North $74^{\circ}04'55''$ East a distance of 512.89 feet;

Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears South $74^{\circ}28'13''$ East a distance of 248.34 feet), for an arc length of 261.26 feet;

Thence South $43^{\circ}01'21''$ East a distance of 333.32 feet to the **TRUE POINT OF BEGINNING**.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
July 19, 2016**

LOCATION: North Ross Court from the east line of re-aligned North Crescent to the west line of Granite Street.

PROPONENT: Riverview Retirement Community

PURPOSE: Riverview's Campus Expansion

HEARING: August 15, 2016

REPORTS:

AVISTA UTILITIES – Avista requests that if any utilities comment on any reserved easements in the proposed right-of-ways to be vacated, that only a 10' easement be reserved for utilities in the vacation area.

COMCAST – Comcast has no problem as long as Avista pays Comcast to relocate their plant within this project.

CENTURYLINK – CenturyLink has no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – The new ROW street should incorporate bicycle lanes to tie in with Upriver Drive and along N. Crescent to Indiana.

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Water in the proposed vacation area of Ross Ct., No Crescent Ave, and North Center St., which must be rerouted or eased (There is sewer in the same streets). A Boundary Line Adjustment will be required to avoid land locking properties.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No issues with the vacation. Will deal with the route issues @ development.

PLANNING & DEVELOPMENT – PLANNING – Subject to Shoreline Permit approval. Coordinate with Ali Brast for timing

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - No Comments

WASTEWATER MANAGEMENT – There are existing sanitary sewers in most of the right of ways proposed for vacation. These sewers must either become private, if they serve only Avista-owned properties or, if not, then an easement and access must be provided to the City for repair and maintenance. This easement must be: A “No build” easement allowing “ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline” is required for the full length of the pipe. This easement should be a minimum 30-ft wide, 10 ft on one side of the pipeline and 20 ft on the other. On site storm runoff must be contained and handled on the site in privately owned facilities in accordance with State and City requirements. If existing facilities are to be used within the proposed vacated R/W. those facilities must become private and disconnected from the public system.

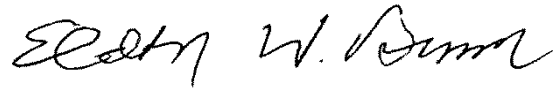
WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. All utilities that are currently in the right-of-way must be moved or easements must be in place.
2. The plans for termination and closure of the street must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor’s Office. This is calculated to be \$16,229.73 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. The vacation is not to be finalized until the property that is currently owned by Harlan Fulmer (Ross Park Wilkinson Lot 11-Parcel 35093.1111), is purchased by the Riverview Retirement Community.
5. Adequate emergency vehicle access shall be maintained to existing and future buildings.

6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2020.

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent than the last name "Brown".

Eldon Brown, P.E.
Principal Engineer – Developer Services

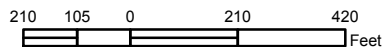
Site Map



Right of Way Description:

North Ross Court north of Lots 1 through 5
of Walker's Subdivision of the South Half
of Lot 12, Ross park

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.



Vacation Area

COSGIS
City of Spokane GIS



DISTRIBUTION LIST
**VACATION OF NORTH CENTER STREET, NORTH CRESCENT DRIVE, ROSS
COURT, HAMLIN STREET AND A PORTION OF A NEARBY ALLEY**

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

VINCE HENTGES

1406 E ILLINOIS AVE

SPOKANE WA 99207

MARGARET & WILLIAM TOMBARI

1414 E ILLINOIS AVE

SPOKANE WA 99207

DISTRIBUTION LIST
VACATION OF NORTH CENTER STREET, NORTH CRESCENT DRIVE, ROSS
COURT, HAMLIN STREET AND A PORTION OF A NEARBY ALLEY

W A TOMBARI
1418 E ILLINOIS AVE
SPOKANE WA 99207

RIVERVIEW LUTHERAN HOME OF SPOKANE
1717 E ROSS CT
SPOKANE WA 99207

W A TOMBARI
1428 E ILLINOIS AVE
SPOKANE WA 99207

HARLAN L FULMER
1721 E ROSS CT
SPOKANE WA 99207

W A TOMBARI
1504 E. ILLINOIS AVE.
SPOKANE WA 99207

CHRIS J SCHWARTZENBERGER
1514 E ILLINOIS AVE
SPOKANE WA 99207

TSV LLC
1520 E ILLINOIS AVE
SPOKANE WA 99207

TSV LLC
1524 E ILLINOIS AVE.
SPOKANE WA 99207

TODD S VICK
1530 E ILLINOIS AVE
SPOKANE WA 99207

RICHARD TANNEHILL
1540 E ILLINOIS AVE
SPOKANE WA 99207

RIVERVIEW VILLAGE
1703 E NORTH CRESCENT AVE
SPOKANE WA 99207